

CLIENT'S NAME : BOTAŞ PETROLEUM PIPELINE CORPORATION

PROJECT NAME AND NUMBER : TURKEY- GAS STORAGE EXPANSION PROJECT - P162727 / RFP No: CS-1-2

PROCUREMENT NAME AND LOAN NO : Supervision Consultancy Services (CS- 1-2) for Gas Storage Expansion Project
Loan No:8859-TR

REPLIES TO QUERIES AND CLARIFICATIONS (NO: 03)

The provisions of this "Replies to Queries and Clarifications" are being issued to provide necessary clarifications on certain aspects of the Request for Proposal Documents in response to the queries or clarification requests sent by Shortlisted Consultants in writing.

No.	Request for Proposal Document Page No.	Request for Proposal Document Reference Clause	Query or Clarification Requested by the Shortlisted Consultants	Reply of the Client	Amendment in the Request for Proposal Document is required YES or NO (If "YES" Addendum No. 3 Provide Amendment Number)
1	35	Section 2. Data Sheet ITC 16.3 & 25.1	<p>Separate sections of the Request for Proposal (e.g. GC; SC) state that the execution of the Contract is exempt from the payment of all local identifiable indirect taxes, duties, fees, levies (respectively that the Client reimburses the Consultant in this respect).</p> <p>Can you please specify which taxes, duties, fees, levies normally imposed in Turkey fall under this category of exemption (respectively reimbursement by the Client) ?</p>	<p>Information on the Consultant's tax obligations, fees and charges in the Client's country can be found from the Ministry of Treasury and Finance, Revenue Administration. Web address: www.gelirlr.gov.tr Please also refer to ITC Data Sheet 16.3.</p>	NO
2	131	Section 8. Conditions of Contract and Contract Forms (Time Based) SCC 23.1	<p>We assume that in contract clause GC 36.1 'Access to Project Site' the second sentence is supposed to read: "The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or gross negligence of the Consultant or any Sub-consultants or the Experts or either of them." (Please also see clause SC 23.1 a) operating with a concept of willful misconduct and gross negligence) Please confirm.</p>	Please refer to Amendment No.1 in Addendum No.3	YES (Amendment No.1 in Addendum No.3)

No.	Request for Proposal Document Page No.	Request for Proposal Document Reference Clause	Query or Clarification Requested by the Shortlisted Consultants	Reply of the Client	Amendment in the Request for Proposal Document is required YES or NO (If "YES" Addendum No. 3 Provide Amendment Number)
3	129	Section 8. Conditions of Contract and Contract Forms (Time Based) SCC 12.1	We assume that the period actually meant here is 60 (sixty) days , instead of 60 (sixty) months. Please confirm.	Please refer to Amendment No.2 in Addendum No.3	YES (Amendment No.2 in Addendum No.3)
4	66	Section 4. Financial Proposal – Standard Forms FIN-4 Form, Footnote-1	Travel time is considered to be working time. Please confirm.	Please refer to Reply of the Client No.1 in Replies to Queries and Clarifications No.2	NO
5	132	Section 8 - SCC Clause 42.1	FORM TECH 6, Note 2 reads "One (1) month equals twenty two (22) working (billable) days" whereas GC, Clause 42.1 reads "one day being equivalent to 1/30th of a month". As per our knowledge working 30 days per month for a Key Expert is against related applicable Law of Turkey. Therefore Consultants understanding is that Item 42.1 shall state "one day being equivalent to 1/22nd of a month". Please confirm.	Please refer to Reply of the Client No.2 in Replies to Queries and Clarifications No.2	NO
6	62-64	Section 4. Financial Proposal – Standard Forms Appendix A.	In FORM FIN 3, Sample Form, item (b) Consultant shall confirm "attached are true copies of the latest pay slips of the Experts listed". As per German Federal Data Protection Act such and comparable type of information is subject to data protection, so Consultant is not allowed to share this information. In this regard Consultant will serve the requirements of the Request for Proposal as far as permitted by German Data Protection Act and Consultants own Data Secrecy Rules. Please confirm.	<u>Please see Appendix A. "Financial Negotiations - Breakdown of Remuneration Rates" item 1.2.</u> 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C. Please refer to ITC 17.1 for the treatment of the Confidential Information.	NO

(end of Replies to Queries and Clarifications No.03)

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ADDENDUM NO: 03

The provisions of this Addendum are being issued to modify or amend certain provisions of the "Request for Proposals" document as a result of changing circumstances or additional information being available from the Client or in response to the queries raised by the Shortlisted Consultants in writing. The Request for Proposal Documents are hereby amended as below:

Amendment No.	Request for Proposal Document Page No.	Request for Proposal Document Reference Clause / Subject	Clause in the Original Request for Proposal Document	Amended Clause
1	131	Section 8. Conditions of Contract and Contract Forms (Time Based) SCC 23.1	Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client	Except in the case of negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client
2	129	Section 8. Conditions of Contract and Contract Forms (Time Based) SCC 12.1	The time period shall be 60 (sixty) Month.	The time period shall be <u>60 (sixty)</u> Days.

(end of Addendum No.03)